

TOGUT, SEGAL & SEGAL LLP  
One Penn Plaza, Suite 3335  
New York, New York 10119  
(212) 594-5000  
Kyle J. Ortiz  
Amanda C. Glaubach  
Eitan E. Blander

*Proposed Counsel to the Debtors  
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:

JPA NO. 111 CO., LTD. and  
JPA NO. 49 CO., LTD.,

Debtors.<sup>1</sup>

Chapter 11

Case No.: 21-12075 (DSJ)

(Jointly Administered)

**NOTICE OF FILING OF REVISED EXHIBITS TO THE DEBTORS' APPLICATION  
FOR ENTRY OF ORDERS: (I)(A) APPROVING BIDDING PROCEDURES  
RELATING TO THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS'  
ASSETS; (B) ESTABLISHING STALKING HORSE BIDDERS AND BID  
PROTECTIONS; (C) APPROVING PROCEDURES OF THE ASSUMPTION AND  
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED  
LEASES; (D) AUTHORIZING ENFORCEMENT ACTIONS; (E) SCHEDULING AN  
AUCTION AND SALE HEARING; AND (F) APPROVING THE FORM AND  
MANNER OF NOTICE THEREOF; AND (II)(A) APPROVING THE SALE OF THE  
PURCHASED ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS,  
AND ENCUMBRANCES; AND (B) GRANTING RELATED RELIEF**

**PLEASE TAKE NOTICE** that on December 31, 2021, the above-  
captioned debtors and debtors-in-possession (the "Debtors") filed the *Debtors'*  
*Application for Entry of Entry of Orders: (I)(A) Approving Bidding Procedures Relating to*  
*the Sale of Substantially all of the Debtors' Assets; (B) Establishing Stalking Horse Bidders*  
*and Bid Protections; (C) Approving Procedures of the Assumption and Assignment of*  
*Certain Executory Contracts and Unexpired Leases; (D) Authorizing Enforcement Actions;*

<sup>1</sup> The Debtors in these Chapter 11 cases are: JPA No. 111 Co., Ltd. and JPA No. 49 Co., Ltd. The Debtors' corporate address is Kasumigaseki Common Gate West Tower, 3-2-1 Kasumigaseki, Chiyoda-Ku, Tokyo 100-0013.

*(E) Scheduling an Auction and a Sale Hearing; and (F) Approving the Form and Manner of Notice Thereof; and (II)(A) Approving the Sale of the Purchased Assets Free and Clear of all Liens, Claims, Interests and Encumbrances; and (B) Granting Related Relief [Docket No. 21] (the “Bid Procedures and Sale Motion”).<sup>2</sup>*

**PLEASE TAKE FURTHER NOTICE** that the Bid Procedures and Sale Motion contemplate the submission of certain documents (or forms thereof) (the “Exhibits”), some of which were attached to the Bid Procedures and Sale Motion.

**PLEASE TAKE FURTHER NOTICE** that on January 13, 2022, the Debtors filed the *Notice of Filing of Exhibits to the Debtors’ Application for Entry of Entry of Orders: (I)(A) Approving Bidding Procedures Relating to the Sale of Substantially all of the Debtors’ Assets; (B) Establishing Stalking Horse Bidders and Bid Protections; (C) Approving Procedures of the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (D) Authorizing Enforcement Actions; (E) Scheduling an Auction and a Sale Hearing; and (F) Approving the Form and Manner of Notice Thereof; and (II)(A) Approving the Sale of the Purchased Assets Free and Clear of all Liens, Claims, Interests and Encumbrances; and (B) Granting Related Relief [Docket No. 58] (the “Notice of Filing of Exhibits”).*

**PLEASE TAKE FURTHER NOTICE** that the Debtors hereby file revised versions of the Enforcement Notices, which were attached to the Notice of Filing of Exhibits as **Exhibit B** (the “Revised Enforcement Notices”), with redlines to show the changes to the Enforcement Notices that have been amended, modified, or

---

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Bid Procedures and Sale Motion.

supplemented since filed with the Notice of Filing of Exhibits:

**Exhibit A:** Revised Enforcement Notices

**Exhibit A-1:** Redlines of Enforcement Notices

**PLEASE TAKE FURTHER NOTICE** that a hearing (the “Hearing”) to consider the relief requested in the Bid Procedures and Sale Motion will be held on January 26, 2022 at 10:00 a.m. (Prevailing Eastern Time) before the Honorable David S. Jones, United States Bankruptcy Judge for the Southern District of New York, in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), One Bowling Green, Courtroom 501, New York, New York 10004, unless otherwise ordered by the Bankruptcy Court. In light of the COVID-19 pandemic, the Hearing shall take place via Zoom for Government. Those wishing to appear before the Bankruptcy Court at the Hearing must register their appearance by utilizing the Electronic Appearance portal located at the Bankruptcy Court’s website: <https://ecf.nysb.uscourts.gov/cgibin/nysbAppearances.pl>. Appearances must be entered no later than January 25, 2022, at 4:00 p.m. (Prevailing Eastern Time).

*[Concludes on Following Page]*

**PLEASE TAKE FURTHER NOTICE** that copies of the Bid Procedures and Sale Motion, the Notice of Filing of Exhibits, and the Revised Enforcement Notices can be viewed and/or obtained by (i) accessing the Bankruptcy Court's Website for a fee, or by (ii) contacting the Office of the Clerk of the United States Bankruptcy Court, Southern District of New York. Please note that a PACER password is required to access documents on the Bankruptcy Court's Website.

Dated: New York, New York  
January 21, 2022

JPA NO. 111 CO., LTD. and  
JPA NO. 49 CO., LTD.  
*Debtors and Debtors in Possession*  
By their Proposed Counsel  
TOGUT, SEGAL & SEGAL LLP  
By:

/s/ Kyle J. Ortiz  
\_\_\_\_\_  
Kyle J. Ortiz  
Amanda C. Glaubach  
Eitan E. Blander  
One Penn Plaza, Suite 3335  
New York, New York 10119  
Telephone: (212) 594-5000

**Exhibit A**

**Revised Enforcement Notices**

**THIS (A) NOTICE OF ENFORCEMENT SALE AND  
(B) GENERAL CONVEYANCE AND BILL OF SALE  
[MSN 067 Sublease Claims and Other Sub-Leasehold Assets]**

The following parties, as applicable, provide and enter into this **(A) NOTICE OF ENFORCEMENT SALE AND (B) GENERAL CONVEYANCE AND BILL OF SALE [MSN 067 Sublease Claims and Other Sub-Leasehold Assets]** (this “**Notice and Bill of Sale**”):

**JLPS LEASING DRACO LIMITED** (formerly known as DAE Leasing (Ireland) 12 Limited), in its capacity as the consenting assignor and mortgagor under the Sublease Security Assignment, the “**Seller**”);

-to-

**JPA NO. 111 CO., LTD.**, in its capacity as the enforcing secured party under the Sublease Security Assignment (as defined herein), as buyer (the “**Buyer**”).

Collectively, the Buyer and the Seller are referred to herein as the “**Parties**”.

WHEREAS, pursuant to that certain Deed of Security Assignment, dated November 21, 2018 (the “**Sublease Security Assignment**”), between the Seller, as assignor, and Buyer, as assignee, the Seller assigned as collateral security each of the Transferred Sublease Collateral Assets (as defined below) to secure the payment of the Secured Obligations (as defined therein). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Sublease Security Assignment.

WHEREAS, the Parties hereto hereby acknowledge that an Enforcement Event has occurred and is continuing.

WHEREAS, on December 17, 2021, the Buyer filed its petition commencing a Chapter 11 case, which is being jointly administered under Case No. 21-12075 (DSJ) (collectively, the “**Bankruptcy Case**”), under the United States Bankruptcy Code (11 U.S.C. § 101 *et. seq.*) (the “**Bankruptcy Code**”) before the United States Bankruptcy Court, Southern District of New York (the “**Bankruptcy Court**”).

WHEREAS, on December 24, 2021, the Buyer entered into that certain *Asset Purchase Binding Term Sheet For Stalking Horse Bidder* (the “**Binding Term Sheet**”) with, *inter alia*, Capitol Reef LLC and Isle Royale LLC, as the stalking horse buyers, that provides for a stalking horse auction of, among other assets, the Transferred Sublease Collateral Assets and that will provide for the full payoff of the Secured Obligations.

WHEREAS, on December 31, 2021, the Buyer filed bidding procedures (as such bidding procedures may be modified and approved by the Bankruptcy Court in the Bankruptcy Case, the “**Bidding Procedures**”) in the Bankruptcy Case that set forth the bidding terms and procedures for the conduct of the Auction and the process for selecting the Successful Bid from the Successful Bidder (the “**Successful Bidder**”).

WHEREAS, the Seller has agreed to consensually and irrevocably enter into this Notice and Bill of Sale to facilitate the consensual enforcement sale being effected by the Buyer under

the Sublease Security Assignment as contemplated in the Binding Term Sheet (such sale, the "**Enforcement Sale**").

**WHEREAS**, the Parties have agreed that this Notice and Bill of Sale shall be effective on the first date each of the following conditions are satisfied (the "**Sublease Collateral Effective Date**"): (a) the approval of the Sale Transactions pursuant to an order of the Bankruptcy Court (such order, the "**Sale Order**") has occurred (either concurrently or previously); (b) the effective date of the Stalking Horse Purchase Agreement has occurred; (c) all of the Secured Obligations have been satisfied by the application of the Purchase Price associated with the Successful Bid or as otherwise provided under the Sale Order; (d) this Notice and Bill of Sale has been delivered to all persons and entities required to receive notice of the Enforcement Sale under any applicable law, including, as applicable, under the Cape Town Convention (as defined in the Bidding Procedures) and under any other applicable law (the "**Notice Parties**"); (e) the notice period required under, as applicable, the Cape Town Convention (as defined in the Bidding Procedures) and under any other applicable law to any such required Notice Parties regarding the Enforcement Sale has been given to such Notice Parties; and (f) concurrently with the Sublease Collateral Effective Date, the Buyer shall effect the sale of all of the Transferred Sublease Collateral Assets to the Successful Bidder, *provided, however*, that the property, assets, rights and interests being transferred from the Buyer to the Successful Bidder shall specifically exclude the Excluded Property (as defined in the Bidding Procedures).

**NOW, THEREFOR, NOTICE IS HEREBY GIVEN TO EACH OF THE NOTICE PARTIES**, upon the terms, and provisions hereof, the undersigned Parties hereby provide the Notice Parties notice of the pending occurrence of the Enforcement Sale of all of the Transferred Sublease Collateral Assets. As of the date set forth above, (x) the Seller has defaulted on its obligations secured by the Transferred Sublease Collateral Assets, (y) the Buyer is hereby consensually exercising its post default remedies with respect to the Transferred Sublease Collateral Assets, and is effecting this consensual enforcement sale of the Transferred Sublease Collateral Assets as of the Sublease Collateral Effective Date, and (z) by reason thereof, Seller is transferring to Buyer, and Buyer is acquiring, as of such Sublease Collateral Effective Date, the rights of the Seller in and to the Transferred Sublease Collateral Assets. This Notice and Bill of Sale constitutes a transfer statement.

**NOW, THEREFOR**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby GRANTS, BARGAINS, TRANSFERS, ASSIGNS, SETS OVER, CONVEYS AND DELIVERS UNTO the Buyer, hereby irrevocably (but effective as of the Sublease Collateral Effective Date) on an "as-is, where-is" basis, without any recourse, representation or warranty whatsoever, all of Seller's right, title and interest, as the enforcing secured party (including, the right, estate, title and interest of the Seller), in and to the Assigned Property (as defined under the Sublease Security Assignment) granted under the Sublease Security Assignment and other assets listed below, including, the following assets (all such property and assets, including all constituent estate, right, title, property and interest, collectively, the "**Transferred Sublease Collateral Assets**"):

- (a) *all of the Seller's rights, title, claims and interests present and future, actual or contingent, liquidated or unliquidated, in, to and under that certain Aircraft Lease Agreement, dated December 4, 2016 (as amended from time to time, the "**Sublease**"), between the Seller, as sub-lessor, and Vietnam Airlines JSC*

("Vietnam Airlines"), as sublessee, along with all other "Assigned Property" as defined under the Sublease Security Assignment (collectively, the MSN 067 Sublease and such Assigned Property, the "***Sublease Collateral***"), all of which Sublease Collateral was collaterally assigned to and for the benefit of the Buyer;

- (b) all of the Seller's rights as indemnitee against Vietnam Airlines; and
- (c) all proceeds of the foregoing.

The Parties further agree that in exchange for the Seller's consent to the consensual enforcement sale evidenced by this Notice and Bill of Sale, whereby after giving effect to the transfers provided herein the Buyer will be the holder of all of the claims against Vietnam Airlines and all rights under the Sublease (and all such rights are then being concurrently transferred to the Successful Bidder) on the Sublease Collateral Effective Date, the Parties agree that the Seller shall be and hereby is released in full, effective on the Sublease Collateral Effective Date, of all obligations and claims against the Seller under the MSN 067 Head Lease (as defined in the Binding Term Sheet) and related transaction documents.

Other than with respect to matters relating to the Sublease Security Assignment, which shall remain governed by English law, this Notice and Bill of Sale is and will be exclusively governed by and construed and enforced in accordance with the internal laws of the State of New York, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of New York to be applied. The Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Notice and Bill of Sale and to decide any disputes which may arise or result from, or be connected with, this Notice and Bill of Sale and any breach or default hereunder; any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court; provided, however, upon the closing of the Bankruptcy Case, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the U.S. District Court for the Southern District of New York sitting in New York County or the Commercial Division of the Courts of the State of New York sitting in the County of New York and any appellate court from any thereof, for the resolution of any such matters. Upon the entry of the Sale Order (as defined in the Bidding Procedures), this Notice and Bill of Sale shall be binding upon the Seller and the Buyer, their respective successors and assigns, the Debtors' estates, their creditors. This Notice and Bill of Sale may be executed and delivered in multiple counterparts, any of which may be transmitted by facsimile or electronic (e-mail) transmission, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


Each of the Parties shall execute, acknowledge and deliver all reasonable further documents, and shall take such reasonable actions as may be necessary or appropriate to make effective the transactions contemplated hereby as may be reasonably requested by the other Party.

This Notice and Bill of Sale remains subject to the approval of the Bankruptcy Court and shall be subject to continuing oversight and subject to further orders of the Bankruptcy Court to delineate any matters not expressly covered under the terms hereof.



IN WITNESS WHEREOF, the undersigned, as the mortgagor and assignor under the Sublease Security Assignment consenting to this enforcement sale, has caused this irrevocable Notice and Bill of Sale to be duly executed and delivered the day and year first written above.

**JLPS LEASING DRACO LIMITED** (formerly known as  
DAE Leasing (Ireland) 12 Limited), as Seller

By:   
Name: Niall McNamara  
Title: Director  
  
Address: Universal House, Shannon Industrial Estate,  
Shannon, Co. Clare, V14 T213, Ireland  
Attention: Contracts Department  
Tel: +353 61 973 613  
E-Mail: irl-notices@jlps.co.jp

**ACKNOWLEDGED AND AGREED:**

**JPA NO. 111 CO., LTD.,** as Buyer

By: \_\_\_\_\_  
Name: Teiji Ishikawa  
Title: Representative Director  
  
Address: Kasumigaseki Common Gate West Tower 21F  
3-2-1 Kasumigaseki, Chiyoda-ku Tokyo, 100-0013, Japan  
Attention: Business Development  
Facsimile: +81 3-6206-1395  
Tel: +81 3-5860-9752  
E-Mail: jlps-notices@jlps.co.jp

IN WITNESS WHEREOF, the undersigned, as the mortgagor and assignor under the Sublease Security Assignment consenting to this enforcement sale, has caused this irrevocable Notice and Bill of Sale to be duly executed and delivered the day and year first written above.

**JLPS LEASING DRACO LIMITED** (formerly known as  
DAE Leasing (Ireland) 12 Limited), as Seller

By: \_\_\_\_\_  
Name: Niall McNamara  
Title: Director

Address: Universal House, Shannon Industrial Estate,  
Shannon, Co. Clare, V14 T213, Ireland  
Attention: Contracts Department  
Tel: +353 61 973 613  
E-Mail: irl-notices@jlps.co.jp

**ACKNOWLEDGED AND AGREED:**

**JPA NO. 111 CO., LTD.,** as Buyer

By:  \_\_\_\_\_  
Name: Teiji Ishikawa  
Title: Representative Director

Address: Kasumigaseki Common Gate West Tower 21F  
3-2-1 Kasumigaseki, Chiyoda-ku Tokyo, 100-0013, Japan  
Attention: Business Development  
Facsimile: +81 3-6206-1395  
Tel: +81 3-5860-9752  
E-Mail: jlps-notices@jlps.co.jp

**THIS (A) NOTICE OF ENFORCEMENT SALE AND  
(B) GENERAL CONVEYANCE AND BILL OF SALE  
[MSN 173 Sublease Claims and Other Sub-Leasehold Assets]**

The following parties, as applicable, provide and enter into this **(A) NOTICE OF ENFORCEMENT SALE AND (B) GENERAL CONVEYANCE AND BILL OF SALE [MSN 173 Sublease Claims and Other Sub-Leasehold Assets]** (this “**Notice and Bill of Sale**”):

**JLPS LEASING URANUS LIMITED** (formerly known as PAAL Uranus Company Limited), in its capacity as the consenting assignor and mortgagor under the Sublease Security Assignment, the “**Seller**”);

-to-

**JPA NO. 49 CO., LTD.**, in its capacity as the enforcing secured party under the Sublease Security Assignment (as defined herein), as buyer (the “**Buyer**”).

Collectively, the Buyer and the Seller are referred to herein as the “**Parties**”.

WHEREAS, pursuant to that certain Deed of Security Assignment, dated December 29, 2017 (the “**Sublease Security Assignment**”), between the Seller, as assignor, and Buyer, as assignee, the Seller assigned as collateral security each of the Transferred Sublease Collateral Assets (as defined below) to secure the payment of the Secured Obligations (as defined therein). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Sublease Security Assignment.

WHEREAS, the Parties hereto hereby acknowledge that an Enforcement Event has occurred and is continuing.

WHEREAS, on December 17, 2021, the Buyer filed its petition commencing a Chapter 11 case, which is being jointly administered under Case No. 21-12075 (DSJ) (collectively, the “**Bankruptcy Case**”), under the United States Bankruptcy Code (11 U.S.C. § 101 *et. seq.*) (the “**Bankruptcy Code**”) before the United States Bankruptcy Court, Southern District of New York (the “**Bankruptcy Court**”).

WHEREAS, on December 24, 2021, the Buyer entered into that certain *Asset Purchase Binding Term Sheet For Stalking Horse Bidder* (the “**Binding Term Sheet**”) with, *inter alia*, Capitol Reef LLC and Isle Royale LLC, as the stalking horse buyers, that provides for a stalking horse auction of, among other assets, the Transferred Sublease Collateral Assets and that will provide for the full payoff of the Secured Obligations.

WHEREAS, on December 31, 2021, the Buyer filed bidding procedures (as such bidding procedures may be modified and approved by the Bankruptcy Court in the Bankruptcy Case, the “**Bidding Procedures**”) in the Bankruptcy Case that set forth the bidding terms and procedures for the conduct of the Auction and the process for selecting the Successful Bid from the Successful Bidder (the “**Successful Bidder**”).

WHEREAS, the Seller has agreed to consensually and irrevocably enter into this Notice and Bill of Sale to facilitate the consensual enforcement sale being effected by the Buyer under

the Sublease Security Assignment as contemplated in the Binding Term Sheet (such sale, the "**Enforcement Sale**").

**WHEREAS**, the Parties have agreed that this Notice and Bill of Sale shall be effective on the first date each of the following conditions are satisfied (the "**Sublease Collateral Effective Date**"): (a) the approval of the Sale Transactions pursuant to an order of the Bankruptcy Court (such order, the "**Sale Order**") has occurred (either concurrently or previously); (b) the effective date of the Stalking Horse Purchase Agreement has occurred; (c) all of the Secured Obligations have been satisfied by the application of the Purchase Price associated with the Successful Bid or as otherwise provided under the Sale Order; (d) this Notice and Bill of Sale has been delivered to all persons and entities required to receive notice of the Enforcement Sale under any applicable law, including, as applicable, under the Cape Town Convention (as defined in the Bidding Procedures) and under any other applicable law (the "**Notice Parties**"); (e) the notice period required under, as applicable, the Cape Town Convention (as defined in the Bidding Procedures) and under any other applicable law to any such required Notice Parties regarding the Enforcement Sale has been given to such Notice Parties; and (f) concurrently with the Sublease Collateral Effective Date, the Buyer shall effect the sale of all of the Transferred Sublease Collateral Assets to the Successful Bidder, *provided, however*, that the property, assets, rights and interests being transferred from the Buyer to the Successful Bidder shall specifically exclude the Excluded Property (as defined in the Bidding Procedures).

**NOW, THEREFOR, NOTICE IS HEREBY GIVEN TO EACH OF THE NOTICE PARTIES**, upon the terms, and provisions hereof, the undersigned Parties hereby provide the Notice Parties notice of the pending occurrence of the Enforcement Sale of all of the Transferred Sublease Collateral Assets. As of the date set forth above, (x) the Seller has defaulted on its obligations secured by the Transferred Sublease Collateral Assets, (y) the Buyer is hereby consensually exercising its post default remedies with respect to the Transferred Sublease Collateral Assets, and is effecting this consensual enforcement sale of the Transferred Sublease Collateral Assets as of the Sublease Collateral Effective Date, and (z) by reason thereof, Seller is transferring to Buyer, and Buyer is acquiring, as of such Sublease Collateral Effective Date, the rights of the Seller in and to the Transferred Sublease Collateral Assets. This Notice and Bill of Sale constitutes a transfer statement.

**NOW, THEREFOR**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby GRANTS, BARGAINS, TRANSFERS, ASSIGNS, SETS OVER, CONVEYS AND DELIVERS UNTO the Buyer, hereby irrevocably (but effective as of the Sublease Collateral Effective Date) on an "as-is, where-is" basis, without any recourse, representation or warranty whatsoever, all of Seller's right, title and interest, as the enforcing secured party (including, the right, estate, title and interest of the Seller), in and to the Assigned Property (as defined under the Sublease Security Assignment) granted under the Sublease Security Assignment and other assets listed below, including, the following assets (all such property and assets, including all constituent estate, right, title, property and interest, collectively, the "**Transferred Sublease Collateral Assets**"):

- (a) *all of the Seller's rights, title, claims and interests present and future, actual or contingent, liquidated or unliquidated, in, to and under that certain Aircraft Lease Agreement, dated August 1, 2017 (as amended from time to time, the "**Sublease**"), between the Seller, as sub-lessor, and Vietnam Airlines JSC ("**Vietnam Airlines**"),*

as sublessee, along with all other "Assigned Property" as defined under the Sublease Security Assignment (collectively, the MSN 173 Sublease and such Assigned Property, the "***Sublease Collateral***"), all of which Sublease Collateral was collaterally assigned to and for the benefit of the Buyer;

- (b) all of the Seller's rights as indemnitee against Vietnam Airlines; and
- (c) all proceeds of the foregoing.

The Parties further agree that in exchange for the Seller's consent to the consensual enforcement sale evidenced by this Notice and Bill of Sale, whereby after giving effect to the transfers provided herein the Buyer will be the holder of all of the claims against Vietnam Airlines and all rights under the Sublease (and all such rights are then being concurrently transferred to the Successful Bidder) on the Sublease Collateral Effective Date, the Parties agree that the Seller shall be and hereby is released in full, effective on the Sublease Collateral Effective Date, of all obligations and claims against the Seller under the MSN 173 Head Lease (as defined in the Binding Term Sheet) and related transaction documents.


Other than with respect to matters relating to the Sublease Security Assignment, which shall remain governed by English law, this Notice and Bill of Sale is and will be exclusively governed by and construed and enforced in accordance with the internal laws of the State of New York, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of New York to be applied. The Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Notice and Bill of Sale and to decide any disputes which may arise or result from, or be connected with, this Notice and Bill of Sale and any breach or default hereunder; any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court; provided, however, upon the closing of the Bankruptcy Case, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the U.S. District Court for the Southern District of New York sitting in New York County or the Commercial Division of the Courts of the State of New York sitting in the County of New York and any appellate court from any thereof, for the resolution of any such matters. Upon the entry of the Sale Order (as defined in the Bidding Procedures), this Notice and Bill of Sale shall be binding upon the Seller and the Buyer, their respective successors and assigns, the Debtors' estates, their creditors. This Notice and Bill of Sale may be executed and delivered in multiple counterparts, any of which may be transmitted by facsimile or electronic (e-mail) transmission, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Each of the Parties shall execute, acknowledge and deliver all reasonable further documents, and shall take such reasonable actions as may be necessary or appropriate to make effective the transactions contemplated hereby as may be reasonably requested by the other Party.

This Notice and Bill of Sale remains subject to the approval of the Bankruptcy Court and shall be subject to continuing oversight and subject to further orders of the Bankruptcy Court to delineate any matters not expressly covered under the terms hereof.

IN WITNESS WHEREOF, the undersigned, as the mortgagor and assignor under the Sublease Security Assignment consenting to this enforcement sale, has caused this irrevocable Notice and Bill of Sale to be duly executed and delivered the day and year first written above.

**JLPS LEASING URANUS LIMITED** (formerly known as  
PAAL Uranus Company Limited), as Seller

By:   
Name: Niall McNamara  
Title: Director  
  
Address: Universal House, Shannon Industrial Estate,  
Shannon, Co. Clare, V14 T213, Ireland  
Attention: Contracts Department  
Tel: +353 61 973 613  
E-Mail: irl-notices@jlps.co.jp

**ACKNOWLEDGED AND AGREED:**

**JPA NO. 49 CO., LTD.,** as Buyer

By: \_\_\_\_\_  
Name: Teiji Ishikawa  
Title: Representative Director  
  
Address: Kasumigaseki Common Gate West Tower 21F  
3-2-1 Kasumigaseki, Chiyoda-ku Tokyo, 100-0013, Japan  
Attention: Business Development  
Facsimile: +81 3-6206-1395  
Tel: +81 3-5860-9752  
E-Mail: jlps-notices@jlps.co.jp

IN WITNESS WHEREOF, the undersigned, as the mortgagor and assignor under the Sublease Security Assignment consenting to this enforcement sale, has caused this irrevocable Notice and Bill of Sale to be duly executed and delivered the day and year first written above.

**JLPS LEASING URANUS LIMITED** (formerly known as  
PAAL Uranus Company Limited), as Seller

By: \_\_\_\_\_

Name: Niall McNamara

Title: Director

Address: Universal House, Shannon Industrial Estate,  
Shannon, Co. Clare, V14 T213, Ireland

Attention: Contracts Department

Tel: +353 61 973 613

E-Mail: irl-notices@jlps.co.jp

**ACKNOWLEDGED AND AGREED:**

**JPA NO. 49 CO., LTD.,** as Buyer

By:  \_\_\_\_\_

Name: Teiji Ishikawa

Title: Representative Director

Address: Kasumigaseki Common Gate West Tower 21F  
3-2-1 Kasumigaseki, Chiyoda-ku Tokyo, 100-0013, Japan

Attention: Business Development

Facsimile: +81 3-6206-1395

Tel: +81 3-5860-9752

E-Mail: jlps-notices@jlps.co.jp

**Exhibit A-1**

**Redlines of Enforcement Notices**



**THIS (A) NOTICE OF ENFORCEMENT SALE AND  
(B) GENERAL CONVEYANCE AND BILL OF SALE  
[MSN 067 Sublease Claims and Other Sub-Leasehold Assets]**

The following parties, as applicable, provide and enter into this **(A) NOTICE OF ENFORCEMENT SALE AND (B) GENERAL CONVEYANCE AND BILL OF SALE [MSN 067 Sublease Claims and Other Sub-Leasehold Assets]** (this “**Notice and Bill of Sale**”):

**JLPS LEASING DRACO LIMITED** (formerly known as DAE Leasing (Ireland) 12 Limited), in its capacity as the consenting assignor and mortgagor under the Sublease Security Assignment, the “**Seller**”);

-to-

**JPA NO. 111 CO., LTD.**, in its capacity as the enforcing secured party under the Sublease Security Assignment (as defined herein), as buyer (the “**Buyer**”).

Collectively, the Buyer and the Seller are referred to herein as the “**Parties**”.

WHEREAS, pursuant to that certain Deed of Security Assignment, dated November 21, 2018 (the “**Sublease Security Assignment**”), between the Seller, as assignor, and Buyer, as assignee, the Seller assigned as collateral security each of the Transferred Sublease Collateral Assets (as defined below) to secure the payment of the Secured Obligations (as defined therein). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Sublease Security Assignment.

WHEREAS, the Parties hereto hereby acknowledge that an Enforcement Event has occurred and is continuing.

WHEREAS, on December 17, 2021, the Buyer filed its petition commencing a Chapter 11 case, which is being jointly administered under Case No. 21-12075 (DSJ) (collectively, the “**Bankruptcy Case**”), under the United States Bankruptcy Code (11 U.S.C. § 101 *et. seq.*) (the “**Bankruptcy Code**”) before the United States Bankruptcy Court, Southern District of New York (the “**Bankruptcy Court**”).

WHEREAS, on December 24, 2021, the Buyer entered into that certain *Asset Purchase Binding Term Sheet For Stalking Horse Bidder* (the “**Binding Term Sheet**”) with, *inter alia*, Capitol Reef LLC and Isle Royale LLC, as the stalking horse buyers, that provides for a stalking horse auction of, among other assets, the Transferred Sublease Collateral Assets and that will provide for the full payoff of the Secured Obligations.

WHEREAS, on December 31, 2021, the Buyer filed bidding procedures (as such bidding procedures may be modified and approved by the Bankruptcy Court in the Bankruptcy Case, the “**Bidding Procedures**”) in the Bankruptcy Case that set forth the bidding terms and procedures for the conduct of the Auction and the process for selecting the Successful Bid from the Successful Bidder (the “**Successful Bidder**”).

WHEREAS, the Seller has agreed to consensually and irrevocably enter into this Notice and Bill of Sale to facilitate the consensual enforcement sale being effected by the Buyer under

the Sublease Security Assignment as contemplated in the Binding Term Sheet (such sale, the “**Enforcement Sale**”).

**WHEREAS**, the Parties have agreed that this Notice and Bill of Sale shall be effective on the first date each of the following conditions are satisfied (the “**Sublease Collateral Effective Date**”): (a) the approval of the Sale Transactions pursuant to an order of the Bankruptcy Court (such order, the “**Sale Order**”) has occurred (either concurrently or previously); (b) the effective date of the Stalking Horse Purchase Agreement has occurred; (c) all of the Secured Obligations have been satisfied by the application of the Purchase Price associated with the Successful Bid or as otherwise provided under the Sale Order; (d) this Notice and Bill of Sale has been delivered to all persons and entities required to receive notice of the Enforcement Sale under any applicable law, including, as applicable, under the Cape Town Convention (as defined in the Bidding Procedures) and under any other applicable law (the “**Notice Parties**”); (e) the notice period required under, as applicable, the Cape Town Convention (as defined in the Bidding Procedures) and under any other applicable law to any such required Notice Parties regarding the Enforcement Sale has been given to such Notice Parties; and (f) concurrently with the Sublease Collateral Effective Date, the Buyer shall effect the sale of all of the Transferred Sublease Collateral Assets to the Successful Bidder, *provided, however*, that the property, assets, rights and interests being transferred from the Buyer to the Successful Bidder shall specifically exclude the Excluded Property (as defined in the Bidding Procedures).

**NOW, THEREFOR, NOTICE IS HEREBY GIVEN TO EACH OF THE NOTICE PARTIES**, upon the terms, and provisions hereof, the undersigned Parties hereby provide the Notice Parties notice of the pending occurrence of the Enforcement Sale of all of the Transferred Sublease Collateral Assets. As of the date set forth above, (x) the Seller has defaulted on its obligations secured by the Transferred Sublease Collateral Assets, (y) the Buyer is hereby consensually exercising its post default remedies with respect to the Transferred Sublease Collateral Assets, and is effecting this consensual enforcement sale of the Transferred Sublease Collateral Assets as of the Sublease Collateral Effective Date, and (z) by reason thereof, Seller is transferring to Buyer, and Buyer is acquiring, as of such Sublease Collateral Effective Date, the rights of the Seller in and to the Transferred Sublease Collateral Assets. This Notice and Bill of Sale constitutes a transfer statement.

**NOW, THEREFOR**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby GRANTS, BARGAINS, TRANSFERS, ASSIGNS, SETS OVER, CONVEYS AND DELIVERS UNTO the Buyer, hereby irrevocably (but effective as of the Sublease Collateral Effective Date) on an “as-is, where-is” basis, without any recourse, representation or warranty whatsoever, all of Seller’s right, title and interest, as the enforcing secured party (including, the right, estate, title and interest of the Seller), in and to the Assigned Property (as defined under the Sublease Security Assignment) granted under the Sublease Security Assignment and other assets listed below, including, the following assets (all such property and assets, including all constituent estate, right, title, property and interest, collectively, the “**Transferred Sublease Collateral Assets**”):

- (a) *all of the Seller's rights, title, claims and interests present and future, actual or contingent, liquidated or unliquidated, in, to and under that certain Aircraft Lease Agreement, dated December 4, 2016 (as amended from time to time, the “**Sublease**”), between the Seller, as sub-lessor, and Vietnam Airlines JSC*

(“*Vietnam Airlines*”), as sublessee, along with all other “Assigned Property” as defined under the Sublease Security Assignment (collectively, the MSN 067 Sublease and such Assigned Property, the “*Sublease Collateral*”), all of which Sublease Collateral was collaterally assigned to and for the benefit of the Buyer;

- (b) all of the Seller's rights as indemnitee against Vietnam Airlines; and
- (c) all proceeds of the foregoing.

The Parties further agree that in exchange for the Seller's consent to the consensual enforcement sale evidenced by this Notice and Bill of Sale, whereby after giving effect to the transfers provided herein the Buyer will be the holder of all of the claims against Vietnam Airlines and all rights under the Sublease (and all such rights are then being concurrently transferred to the Successful Bidder) on the Sublease Collateral Effective Date, the Parties agree that the Seller shall be and hereby is released in full, effective on the Sublease Collateral Effective Date, of all obligations and claims against the Seller under the MSN 067 Head Lease (as defined in the Binding Term Sheet) and related transaction documents.

Other than with respect to matters relating to the Sublease Security Assignment, which shall remain governed by English law, this Notice and Bill of Sale is and will be exclusively governed by and construed and enforced in accordance with the internal laws of the State of New York, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of New York to be applied. The Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Notice and Bill of Sale and to decide any disputes which may arise or result from, or be connected with, this Notice and Bill of Sale and any breach or default hereunder; any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court; provided, however, upon the closing of the Bankruptcy Case, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the U.S. District Court for the Southern District of New York sitting in New York County or the Commercial Division of the Courts of the State of New York sitting in the County of New York and any appellate court from any thereof, for the resolution of any such matters. Upon the entry of the Sale Order (as defined in the Bidding Procedures), this Notice and Bill of Sale shall be binding upon the Seller and the Buyer, their respective successors and assigns, the Debtors’ estates, their creditors. This Notice and Bill of Sale may be executed and delivered in multiple counterparts, any of which may be transmitted by facsimile or electronic (e-mail) transmission, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Each of the Parties shall execute, acknowledge and deliver all reasonable further documents, and shall take such reasonable actions as may be necessary or appropriate to make effective the transactions contemplated hereby as may be reasonably requested by the other Party.

This Notice and Bill of Sale remains subject to the approval of the Bankruptcy Court and shall be subject to continuing oversight and subject to further orders of the Bankruptcy Court to delineate any matters not expressly covered under the terms hereof.

IN WITNESS WHEREOF, the undersigned, as the mortgagor and assignor under the Sublease Security Assignment consenting to this enforcement sale, has caused this irrevocable Notice and Bill of Sale to be duly executed and delivered the day and year first written above.

**JLPS LEASING DRACO LIMITED** (formerly known as  
DAE Leasing (Ireland) 12 Limited), as Seller

By: \_\_\_\_\_

Name:

Title:

Address:

Attention:

Facsimile:

Tel:

E-Mail:

**ACKNOWLEDGED AND AGREED:**

**JPA NO. 111 CO., LTD.,** as Buyer

By: \_\_\_\_\_

Name:

Title:

Address:

Attention:

Facsimile:

Tel. No.:

E-Mail:

**THIS (A) NOTICE OF ENFORCEMENT SALE AND  
(B) GENERAL CONVEYANCE AND BILL OF SALE  
[MSN 173 Sublease Claims and Other Sub-Leasehold Assets]**

The following parties, as applicable, provide and enter into this **(A) NOTICE OF ENFORCEMENT SALE AND (B) GENERAL CONVEYANCE AND BILL OF SALE [MSN 173 Sublease Claims and Other Sub-Leasehold Assets]** (this “**Notice and Bill of Sale**”):

**JLPS LEASING URANUS LIMITED** (formerly known as PAAL Uranus Company Limited), in its capacity as the consenting assignor and mortgagor under the Sublease Security Assignment, the “**Seller**”);

-to-

**JPA NO. 49 CO., LTD.**, in its capacity as the enforcing secured party under the Sublease Security Assignment (as defined herein), as buyer (the “**Buyer**”).

Collectively, the Buyer and the Seller are referred to herein as the “**Parties**”.

WHEREAS, pursuant to that certain Deed of Security Assignment, dated December 29, 2017 (the “**Sublease Security Assignment**”), between the Seller, as assignor, and Buyer, as assignee, the Seller assigned as collateral security each of the Transferred Sublease Collateral Assets (as defined below) to secure the payment of the Secured Obligations (as defined therein). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Sublease Security Assignment.

WHEREAS, the Parties hereto hereby acknowledge that an Enforcement Event has occurred and is continuing.

WHEREAS, on December 17, 2021, the Buyer filed its petition commencing a Chapter 11 case, which is being jointly administered under Case No. 21-12075 (DSJ) (collectively, the “**Bankruptcy Case**”), under the United States Bankruptcy Code (11 U.S.C. § 101 *et. seq.*) (the “**Bankruptcy Code**”) before the United States Bankruptcy Court, Southern District of New York (the “**Bankruptcy Court**”).

WHEREAS, on December 24, 2021, the Buyer entered into that certain *Asset Purchase Binding Term Sheet For Stalking Horse Bidder* (the “**Binding Term Sheet**”) with, *inter alia*, Capitol Reef LLC and Isle Royale LLC, as the stalking horse buyers, that provides for a stalking horse auction of, among other assets, the Transferred Sublease Collateral Assets and that will provide for the full payoff of the Secured Obligations.

WHEREAS, on December 31, 2021, the Buyer filed bidding procedures (as such bidding procedures may be modified and approved by the Bankruptcy Court in the Bankruptcy Case, the “**Bidding Procedures**”) in the Bankruptcy Case that set forth the bidding terms and procedures for the conduct of the Auction and the process for selecting the Successful Bid from the Successful Bidder (the “**Successful Bidder**”).

WHEREAS, the Seller has agreed to consensually and irrevocably enter into this Notice and Bill of Sale to facilitate the consensual enforcement sale being effected by the Buyer under

the Sublease Security Assignment as contemplated in the Binding Term Sheet (such sale, the “**Enforcement Sale**”).

**WHEREAS**, the Parties have agreed that this Notice and Bill of Sale shall be effective on the first date each of the following conditions are satisfied (the “**Sublease Collateral Effective Date**”): (a) the approval of the Sale Transactions pursuant to an order of the Bankruptcy Court (such order, the “**Sale Order**”) has occurred (either concurrently or previously); (b) the effective date of the Stalking Horse Purchase Agreement has occurred; (c) all of the Secured Obligations have been satisfied by the application of the Purchase Price associated with the Successful Bid or as otherwise provided under the Sale Order; (d) this Notice and Bill of Sale has been delivered to all persons and entities required to receive notice of the Enforcement Sale under any applicable law, including, as applicable, under the Cape Town Convention (as defined in the Bidding Procedures) and under any other applicable law (the “**Notice Parties**”); (e) the notice period required under, as applicable, the Cape Town Convention (as defined in the Bidding Procedures) and under any other applicable law to any such required Notice Parties regarding the Enforcement Sale has been given to such Notice Parties; and (f) concurrently with the Sublease Collateral Effective Date, the Buyer shall effect the sale of all of the Transferred Sublease Collateral Assets to the Successful Bidder, *provided, however*, that the property, assets, rights and interests being transferred from the Buyer to the Successful Bidder shall specifically exclude the Excluded Property (as defined in the Bidding Procedures).

**NOW, THEREFOR, NOTICE IS HEREBY GIVEN TO EACH OF THE NOTICE PARTIES**, upon the terms, and provisions hereof, the undersigned Parties hereby provide the Notice Parties notice of the pending occurrence of the Enforcement Sale of all of the Transferred Sublease Collateral Assets. As of the date set forth above, (x) the Seller has defaulted on its obligations secured by the Transferred Sublease Collateral Assets, (y) the Buyer is hereby consensually exercising its post default remedies with respect to the Transferred Sublease Collateral Assets, and is effecting this consensual enforcement sale of the Transferred Sublease Collateral Assets as of the Sublease Collateral Effective Date, and (z) by reason thereof, Seller is transferring to Buyer, and Buyer is acquiring, as of such Sublease Collateral Effective Date, the rights of the Seller in and to the Transferred Sublease Collateral Assets. This Notice and Bill of Sale constitutes a transfer statement.

**NOW, THEREFOR**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby GRANTS, BARGAINS, TRANSFERS, ASSIGNS, SETS OVER, CONVEYS AND DELIVERS UNTO the Buyer, hereby irrevocably (but effective as of the Sublease Collateral Effective Date) on an “as-is, where-is” basis, without any recourse, representation or warranty whatsoever, all of Seller’s right, title and interest, as the enforcing secured party (including, the right, estate, title and interest of the Seller), in and to the Assigned Property (as defined under the Sublease Security Assignment) granted under the Sublease Security Assignment and other assets listed below, including, the following assets (all such property and assets, including all constituent estate, right, title, property and interest, collectively, the “**Transferred Sublease Collateral Assets**”):

- (a) *all of the Seller's rights, title, claims and interests present and future, actual or contingent, liquidated or unliquidated, in, to and under that certain Aircraft Lease Agreement, dated August 1, 2017 (as amended from time to time, the “**Sublease**”), between the Seller, as sub-lessor, and Vietnam Airlines JSC (“**Vietnam Airlines**”),*

as sublessee, along with all other “Assigned Property” as defined under the Sublease Security Assignment (collectively, the MSN 173 Sublease and such Assigned Property, the “***Sublease Collateral***”), all of which Sublease Collateral was collaterally assigned to and for the benefit of the Buyer;

- (b) all of the Seller's rights as indemnitee against Vietnam Airlines; and
- (c) all proceeds of the foregoing.

The Parties further agree that in exchange for the Seller's consent to the consensual enforcement sale evidenced by this Notice and Bill of Sale, whereby after giving effect to the transfers provided herein the Buyer will be the holder of all of the claims against Vietnam Airlines and all rights under the Sublease (and all such rights are then being concurrently transferred to the Successful Bidder) on the Sublease Collateral Effective Date, the Parties agree that the Seller shall be and hereby is released in full, effective on the Sublease Collateral Effective Date, of all obligations and claims against the Seller under the MSN 173 Head Lease (as defined in the Binding Term Sheet) and related transaction documents.

Other than with respect to matters relating to the Sublease Security Assignment, which shall remain governed by English law, this Notice and Bill of Sale is and will be exclusively governed by and construed and enforced in accordance with the internal laws of the State of New York, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of New York to be applied. The Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Notice and Bill of Sale and to decide any disputes which may arise or result from, or be connected with, this Notice and Bill of Sale and any breach or default hereunder; any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court; provided, however, upon the closing of the Bankruptcy Case, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the U.S. District Court for the Southern District of New York sitting in New York County or the Commercial Division of the Courts of the State of New York sitting in the County of New York and any appellate court from any thereof, for the resolution of any such matters. Upon the entry of the Sale Order (as defined in the Bidding Procedures), this Notice and Bill of Sale shall be binding upon the Seller and the Buyer, their respective successors and assigns, the Debtors’ estates, their creditors. This Notice and Bill of Sale may be executed and delivered in multiple counterparts, any of which may be transmitted by facsimile or electronic (e-mail) transmission, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Each of the Parties shall execute, acknowledge and deliver all reasonable further documents, and shall take such reasonable actions as may be necessary or appropriate to make effective the transactions contemplated hereby as may be reasonably requested by the other Party.

This Notice and Bill of Sale remains subject to the approval of the Bankruptcy Court and shall be subject to continuing oversight and subject to further orders of the Bankruptcy Court to delineate any matters not expressly covered under the terms hereof.

IN WITNESS WHEREOF, the undersigned, as the mortgagor and assignor under the Sublease Security Assignment consenting to this enforcement sale, has caused this irrevocable Notice and Bill of Sale to be duly executed and delivered the day and year first written above.

**JLPS LEASING URANUS LIMITED** (formerly known as  
PAAL Uranus Company Limited), as Seller

By: \_\_\_\_\_

Name:

Title:

Address:

Attention:

Facsimile:

Tel:

E-Mail:

**ACKNOWLEDGED AND AGREED:**

**JPA NO. 49 CO., LTD.**, as Buyer

By: \_\_\_\_\_

Name:

Title:

Address:

Attention:

Facsimile:

Tel. No.:

E-Mail: